

## ALABAMA

Case Number: 3:06cv91-MEF  
RE: 3:06cv93-MEF

\* Include a notation as to the location of any exhibit not held with the case file or not available because of size.

IN THE CIRCUIT COURT OF RANDOLPH COUNTY, ALABAMA

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

PLAINTIFF

VS.

Case No. CV-04-41

GEORGE D. MCCARLEY

DEFENDANT

ORDER

Filed in Office

SEP 2 2004

KIM S. BENEFIELD  
Clerk of Circuit Court

This cause came before this court on August 19, 2004 for the hearing of various motions. The Plaintiff had filed a motion for summary judgment and the Defendant had filed a motion to dismiss the Plaintiff's action and a motion for sanctions. When the case was called Honorable Oliver Kitchens, appeared as the attorney for Mortgage Electronic Registration Systems, Inc., and the Defendant George D. McCarley appeared pro se. Both persons argued all said motions. In addition the Plaintiff had previously filed supporting documentation relative to its motion for summary judgment and the Defendant submitted various documents and citations at the hearing. The court took all matters under advisement and considered the same.

Having considered all matters presented, the court hereby grants the Plaintiff's motion for summary judgment. The court finds that the foreclosure on the property owned by George D. McCarley was done properly and there is no genuine issue as to any material fact and the Plaintiff is entitled to the judgment as a matter of law. Accordingly the Plaintiff is hereby awarded possession of the subject property as described in the foreclosure proceedings and the Defendant is order to remove himself and his belongings from the said premises immediately. In the event the Defendant has not removed himself and his belongings from the premises within five (5) days from the date of this order the Plaintiff herein may advise the Sheriff of Randolph County and the Sheriff is hereby authorized and directed to forcibly remove the Defendant and his belongings from the said premises and to place the Plaintiff in possession of the premises promptly.

The Defendant's motion to dismiss and the Defendant's motion for sanctions are both hereby denied.

Let a copy of this order be mailed to all attorneys of record and all unrepresented parties.

Done this 30th day of August, 2004.



Tom F. Young, Jr.  
Circuit Judge

Oliver Kitchens  
N J Rudd Jr  
George McCarley

IN THE CIRCUIT COURT OF RANDOLPH COUNTY, ALABAMA

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

Plaintiff

v.

GEORGE D. MCCARLEY

and A-Z as fictitious parties

Defendants

CIVIL ACTION FILE

NO. CV 2004-041

**Filed in Office**

MAR 15 2004

**KIM S. BENEFIELD**  
Clerk of Circuit Court

**COMPLAINT FOR EJECTMENT**

COMES NOW Mortgage Electronic Registration Systems, Inc., Plaintiff in the above-styled civil action, and shows this honorable court in support thereof as follows:

1.

Defendant(s), George D. McCarley is/are residing in Randolph County, Alabama, and is/are over the age of 19 years.

2.

Fictitious Defendants A-Z are those tenants whose identities are unknown to the Plaintiff but which will be substituted by amendment when ascertained.

3.

Plaintiff, as the purchaser at a foreclosure sale, is the legal owner of property more particularly described in the mortgage foreclosure deed and commonly known as 211 Chestnut Street, Roanoke, AL 36274 (the "Premises"), to wit:

A lot of land in the City of Roanoke, Alabama, particularly described as follows:  
Lot No. 4 in Block d, according to map of David Manley's estate, made by C. R. Pittman, County Surveyor, dated April 3, 1916, said lot fronting on the east side of Chestnut Street a distance of 68 feet and extending back 210 feet on the north

line and 213 feet on the south line and being 42 feet wide on the east or back end; and also, a strip off the former W. H. McMurray lot, adjoining said lot No. 4 on the south side, said strip being 11 1/2 feet from on the east side of Chestnut Street, extending back 213 feet on the north line and 215 feet on the south line and being 8 feet wide on the east or back end, together with all improvements thereon. This being the same property as described in Deed Book 120, Page 219, Office of the Judge of Probate, Randolph County, Alabama.

4.

Defendant(s) has/have failed and refused to deliver possession of the Premises upon demand.

5.

Wherefore Plaintiff demands judgment against Defendant(s) for the immediate recovery of the Premises.

Respectfully submitted this 9 day of March, 2004.

By: 

Cynthia W. Williams  
Alabama Bar No. WII,256  
Attorney for Plaintiff

Plaintiff's Address:

Morris, Schneider & Prior, L.L.C.  
3300 N.E. Expressway, Building 8  
Atlanta, GA 30341  
(770) 234-9181

Defendant(s) Address(es):

George D. McCarley  
211 Chestnut Street  
Roanoke, AL 36274



MSP FILE NO.: 648.0311368AL/LEE

LOAN NO.: 0002935534

A lot of land in the City of Roanoke, Alabama, particularly described as follows: Lot No. 4 in Block d, according to map of David Manley's estate, made by C. R. Pittman, County Surveyor, dated April 3, 1916, said lot fronting on the east side of Chestnut Street a distance of 68 feet and extending back 210 feet on the north line and 213 feet on the south line and being 42 feet wide on the east or back end; and also, a strip off the former W. H. McMurray lot, adjoining said lot No. 4 on the south side, said strip being 11 1/2 feet from on the east side of Chestnut Street, extending back 213 feet on the north line and 215 feet on the south line and being 8 feet wide on the east or back end, together with all improvements thereon. This being the same property as described in Deed Book 120, Page 219, Office of the Judge of Probate, Randolph County, Alabama.

SOURCE OF TITLE: Deed Book 176 Page 55

TO HAVE AND TO HOLD the above described property unto Mortgage Electronic Registration Systems, Inc., its successors and assigns forever; subject however to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama; also subject to ad valorem taxes, easements and/or restrictions of record, prior liens and/or assessments of record.

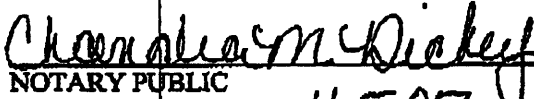
IN WITNESS WHEREOF, George McCarley, a single man and Mortgage Electronic Registration Systems, Inc. have set their hands and seals by their said attorney-in-fact and auctioneer at said sale on the 12<sup>th</sup> day of February, 2004.

BY: 


AS: Auctioneer and Attorney-in-fact

STATE OF ALABAMA  
COUNTY OF RANDOLPH

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Marcus Clark, whose name as attorney-in-fact and auctioneer for George McCarley, a single man and Mortgage Electronic Registration Systems, Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he/she, in his/her capacity as such attorney-in-fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of February, 2004.  
NOTARY PUBLIC  
My Commission Expires: 11-5-07

Grantee Name / Send tax notice to:  
Houshold Finance  
636 Grand Regency Blvd, 3rd Floor  
Brandon, FL 33510



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Lender By:

Lender (Natural Person)

(Name)

(Address)

State ZIP

For Recording Please Return To:  
HomeSense Financial Corp. of Alabama

(Name)

By: Beth Miller  
(Natural Person)

REED AVENUE

(Address)

Lexington, SC 29072

State ZIP

This document is certified to be  
a true and correct copy of the  
original.

*[Signature]*

(Space Above This Line For Recording Data)

**MORTGAGE**

Mortgage No.: 416762215

THIS MORTGAGE ("Security Instrument") is given on  
RGE MCCARLEY

May 1, 2000. The grantor is

(Borrower). This Security Instrument is given to HomeSense Financial Corp. of Alabama

which is organized and existing under the laws of The State of South Carolina, and whose address is  
REED AVENUE, Lexington, SC 29072  
(Borrower). Borrower owes Lender the principal sum of twenty six thousand four hundred and NO/100ths

(U.S. \$ 26,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument  
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 5, 2020

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect  
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power  
of sale, the following described property located in Randolph County, Alabama:

SEE ATTACHED EXHIBIT "A"

Borrower has the address of 211 CHESTNUT ST

Lexington, Alabama 36274 ("Property Address");  
(City) (Zip Code)

Initials: GM

Home Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

THE COMPLIANCE SOURCE, INC.

Order Call: (972) 980-2178 • Fax (972) 392-2891

www.compliance-source.com



Form 3001 09/90

(page 1 of 6 pages)

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